BENGALURU METROPOLITAN TRANSPORT CORPORATION
CENTRAL OFFICE:: BENGALURU-27.

Sub: SELECTION OF LICENSEE FOR GRANTING OF ADVERTISING RIGHTS FOR DISPLAYING ADVERTISEMENTS BEHIND ETM TICKET ROLLS USED BY BMTC.

TENDER NOTIFICATION No. 15/2026-27
(Through E –PROCUREMENT)

TERMS & CONDITIONS

This Tender is for Selection of Licensee for Granting of Advertising Rights for Displaying Advertisements on Behind ETM Ticket Rolls.

1. **Tender Notification & Mode of Submission of Tenders**

a) Tenders/Bids shall be submitted exclusively through the e-Procurement portal (https://kppp.karnataka.gov.in). No physical bids shall be entertained.
b) Tenderers must register on the e-Procurement portal before submitting bids. The tender document may be viewed and downloaded free of cost from the portal.
c) Tender processing fee and Earnest Money Deposit (EMD) shall be accepted only through electronic payment modes (NEFT/RTGS) in a single transaction. Payment by Demand Draft or Bank Guarantee will not be accepted.
d) Each Bidder shall submit only one (1) bid. Submission of multiple bids or discovery of common interest in two or more bids shall result in disqualification and blacklisting.
e) Corrigenda, modifications, and corrections, if any, will be published on the e-portal only. Bidders are advised to monitor the portal regularly.
f) The deadline for submission of bids may be extended by BMTC to give prospective bidders reasonable time to consider any addendum.
g) The financial offer must NOT be included in the Technical / Pre-Qualification Bid. Any financial offer uploaded alongside the Technical Bid shall result in immediate disqualification.
h) The tender shall be evaluated in accordance with the Karnataka Transparency in Public Procurement Act, 1999.
i) Some of the key statistics relating to the BMTC operations are as follows:

S N	Descriptions	No's
1	Divisions	7

2	Depots	52
3	Bus stations	50(10 TTMC, 4 major & 36 Minor Bus station)
4	Vehicles	6,959
5	Schedules	6,275
6	Schedule Kms per day	13.00 lakhs km
7	Average traffic revenue per day	Rs.7.5 crores
8	Average passengers travelled per day	45 lakhs
9	Average consumption of ETM thermal rolls per year	72 lakhs
10	Average consumption of ETM thermal rolls per Month	6 lakhs
11	Average no of tickets print from each ETM thermal roll.	3,750 tickets

2 **Bid Validity**

a) Bids shall remain valid for ninety (90) days from the deadline for submission.
b) The Tenderer shall not withdraw or revise the bid during this validity period. Any withdrawal or revision shall result in forfeiture of the EMD and blacklisting for two (2) years.

3 **Right of BMTC**

a) BMTC reserves the right to accept or reject any or all bids at any stage without assigning any reasons, and without incurring any liability to any Bidder.
b) BMTC also reserves the right to re-notify or select any party without fresh notification.
c) Conditional tenders shall be summarily rejected.
d) BMTC shall not be responsible for any delay in finalizing the tender due to administrative reasons, Court directives, or other reasons beyond its control.

4 **Bidder's Responsibility**

a) Bidders are required to read this document carefully and examine all instructions, forms, and terms and conditions before submission.
b) Failure to furnish all required information or submission of a bid not substantially responsive to the tender document shall be at the Bidder's risk and may result in rejection.
c) All updates (addenda, clarifications, postponements) shall be published on the e-portal only. BMTC will not entertain any claim on account of failure to notice such updates.
d) Before submission, Bidders shall physically inspect the relevant ETM roll advertising space to understand all technical parameters. No complaints or requests for alterations to the advertising space will be entertained after submission.

5	**THE CONTRACT PERIOD:** a) The License period shall be One (1) year from the Effective Date of the Agreement. b) The contract may be extended for one (1) additional year, at the sole discretion of BMTC, based on satisfactory performance of the Licensee. No extension shall be claimed as a matter of right. c) The extension of contract will be at the sole discretion of the BMTC only.
6	**GESTATION PERIOD:** a) The selected Licensee shall be provided a License-fee-free gestation period of One (01) month from the Effective Date, for initial preparation and submission of advertisement artwork. b) The license fee shall commence after the expiry of the gestation period, irrespective of whether the Licensee has commenced display of advertisements.
7	**<u>Scope of Work</u>** i. Nature of Work a) The contract is for selection of an advertising agency to display of advertisements on the back side of passenger tickets issued through ETM (Electronic Ticket Issue Machine) thermal rolls of BMTC. b) The Licensee shall provide advertising content to BMTC for printing on the back side of ETM thermal rolls. The actual printing shall be carried out by BMTC's authorised ETM Roll supplier. c) Technical specifications of the ETM thermal rolls, including ticket size and print area. ii. Financial Structure d) The Licensee shall quote a monthly License Fee per roll per month (in Rs., including GST) payable to BMTC. This amount excludes the cost of printing of advertisement. e) The Licensee shall separately bear and pay the printing cost of advertisements on ETM rolls to BMTC, at rates communicated by the Controller of Stores and Purchase (COSP), BMTC, from time to time. f) Printing cost payments shall be made at the time of submission of the soft copy of art/design of advertisement material, as directed by COSP, BMTC.
8	**BMTC's Rights & Limitations** g) The Chief Traffic Manager (Commercial) shall have the absolute right to reject all or part of any advertisement content, or to require modifications, if the content is objectionable, contrary to the interests of BMTC / Government / the general public, or otherwise inappropriate. No advertisement shall be displayed without prior approval. h) BMTC reserves the right to increase or reduce the number of ETM thermal rolls at its discretion, and to modify the format or specifications of passenger ticket thermal rolls. No claim for compensation shall lie against BMTC on account of such changes. i) BMTC reserves the right to print advertisements of its own choice on up to ten percent (10%) of the total number of ETM rolls. The Licensee shall

	have no objection and shall not claim any revenue in respect of such rolls. j) BMTC is at liberty to display advertisements of its own, or of Government Departments / Government-sponsored schemes / Private parties, on rolls reserved for BMTC's use. k) BMTC reserves the right to appoint separate agencies for display of advertisements on other types of tickets not covered by this contract. l) Ticket size is approximately 8.5 cm (height) × 5.5 cm (width) and is subject to variation. The Licensee shall prepare artwork according to the actual space available. While issuing tickets, the advertisement may occasionally be split across two tickets; BMTC shall not be responsible for such occurrences.
9	**GENERAL INSTRUCTION FOR BID PROCESS:** a) The tender is for selection of Advertising agency to display of advertisement on back side of Passenger Tickets ETM (Electronic Ticket Issue Machine) thermal rolls of Bengaluru Metropolitan Transport Corporation (BMTC). b) Technical details with regard to size of ETM thermal roll details are mentioned at **Annexure-2.** c) Online Bids in two bid system (Prequalification (Technical)) through e procurement are invited from reputed and experienced Advertising agency having minimum experience of two years in the field of indoor/outdoor advertisement with minimum annual turnover of Rs 50.00 lakhs during the financial years 2023-24 & 2024-25. d) Tender documents can also be downloaded from the e procurement web site https://kppp.karnataka.gov.in e) Before submission of the tender, bidders are required to make themselves fully conversant with the eligibility, Terms and Conditions, so that no ambiguity arises at a later date in this respect. f) BMTC reserves the right to accept any tender or reject/cancel any tender or all the tenders received in response to this tender notification at any stage without assigning any reasons whatsoever. g) All the bidders who have downloaded the Tender Document are requested to get in touch with Commercial Department, BMTC for all updates on the tender such as addendums, replies to queries, postponement of tender schedules., or monitor the website for the same. No claims or compensation will be entertained on account of the Bidder having not read/noticed the updates. h) Bidders are required to read carefully the contents of this document and is expected to examine all instructions, forms, Terms and Conditions in the tender documents. Failure to furnish all the information required as per the tender document or submission of a tender not substantially responsive to the tender documents in every respect will be at the Bidder’s risk and may result in rejection of the tender. i) Submission of tender documents (Pre-qualification (Technical) and Financial responses of the bidder) through e-Procurement system only. j) The Tender once submitted shall not be permitted to be withdrawn. The Corporation shall not be responsible for the delay in finalizing the tenders for administrative reasons or for the reasons beyond its control viz., Court directive etc.

k) Incomplete Tenders or Tenders without requisite EMD will be rejected.

l) The tender is invited as per the provisions of Karnataka Transparency in Public Procurement Act-1999 in two cover system i.e., Pre-Qualification (Technical) and Financial offers separately. The Following Documents are available in the Tender document.

1. Application format: Annexure-1
2. Specification of ETM thermal rolls: Annexure-2
3. Certificate of verification from chartered accountant: Annexure-3
4. Undertaking format for non blacklisting & Termination: Annexure-4

10 **Submission of Pre-Qualification (Technical) offers through e-Procurement Portal.**

1. In the Single cover, Pre-qualification (Technical) details as specified in Annexures-1 shall be filled and uploaded.
2. The Bidder shall pay the Bid processing fee and EMD through any of the e-payment modes.
3. The Bidder shall ensure credit of Bid Processing Fee and EMD into the respective bank accounts of e-Procurement on or before the last date of the bid submission.
4. The necessary pre-qualification (Technical) self attested documents by the concerned shall be scanned and uploaded in e portal. The pre-qualification offer without attachment of scanned documents will be disqualified.
5. The technical proposal must NOT contain any pricing information.

11 **Submission of Financial offer through e-procurement portal:**

1. The bidder shall quote the amount per month (Including GST) payable to BMTC.
2. The Bidder Shall quote financial offer in INR per month (Including GST)
3. Financial offer shall not be submitted in hard copy.
4. Financial offer submitted through e-procurement portal will only be considered for evaluation.
5. The uploading of financial offer along with the pre- qualification (Technical) offer and documents will lead to the disqualification of the firm.
6. The Bid inviting authority reserves the right to extend the last date of receipt of the Bid which would be available in the e-procurement portal.

12 **PRE-QUALIFICATION (TECHNICAL) CRITERIA:**

The following criteria must be strictly fulfilled by the Bidder. The Bidder must submit documentary evidences in support of their claim for fulfilling the criteria. The bids received without the documentary evidences shall be rejected summarily. The conditions mentioned below are mandatory to qualify the bid. Non-compliance of any condition shall lead to disqualification of the Bid.

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
1	Business	Individual, Proprietorship Firm,	Certificate of

	Entity	Partnership Firm, Company, Corporation, Consortium, or Joint Venture registered under applicable Indian law.	incorporation / registration under relevant statute
2	Bidder Entity	Consortium/Joint Venture is allowed and one of the parties in the consortium/Joint Venture partner will be the Prime Bidder / Lead Bidder. Prime Bidder / Lead Bidder shall be treated as "Bidder" Any of the parties of the consortium/Joint Venture partner or the Prime Bidder/Lead Bidder may meet the technical criteria. However, the Prime Bidder/Lead Bidder alone should meet the financial criteria.	Copy of the consortium / Joint Venture agreement in case of consortium/Joint Venture, clearly specifying the role and area of specialization of the individual parties of consortium /Joint Venture, duly signed by consortium/Joint Venture parties on Rs.100/- non-judicial stamp paper should be enclosed.
3	Experience	The agency should have en experience in the field of indoor / outdoor Advertisement.	Bidder shall submit the proof of experience in the form of certificate (with details of period of experience and nature of work) issued by the concerned organization and shall be supported by copies of agreements.
4	Annual Turnover	The Bidder must have annual turnover of at least Rs.50.00 lakh during any one of the last Two financial years as on 31.03.2026. (FY 2023-24 & 2024-25)	Audited and Certified Balance Sheet and Profit / Loss Account for the last two Financial Years should be enclosed.23-24 2024-25. CA Certificate should be enclosed.
5	Tax Registration	The Bidder or the Prime Bidder / Lead Bidder should have a registered number of GST where his business is located Income Tax PAN	Copies of relevant Certificates of Registration.
6	General	1. Aadhar card 2. PAN Card.	1.Self Attested copy of PAN, TAN card

				3. GST ID 4.Power of attorney	and GST Registration of the bidder. 2. Power of Attorney/Authority Letter to sign the Tender Document as applicable.
		7	Non-Blacklisting Declaration	The bidder must not have been blacklisted /terminated by any Government, PSU or corporation in the last two years	Notarised Undertaking (Annexure-4)

13 BID EVALUATION (Single-Cover System):

1. The e-Tenders will be evaluated online at the Corporate Office, BMTC, Central Office, Bengaluru, as per the tender schedule.
2. The evaluation will be based on the highest quoted price (H1), provided the bidder meets the pre-qualification criteria.
3. In case multiple bidders quote the same H1 price for any item in the tender, a specific procedure will be followed to determine the successful bidder.
4. The evaluation procedure for tenders under the single-cover system will include the following steps:

    i. The bid will be examined to verify its contents and supporting documents, ensuring the bidder's eligibility.
    ii. The bid will be scrutinized against the basic eligibility criteria.
    iii. Bids with incomplete documents, non-prescribed formats, or insufficient information to assess eligibility may be considered invalid, and such bidders will be disqualified from consideration.

Note: Even if a bidder meets the eligibility criteria, they may be disqualified at any stage if any misleading or false information is found in the submitted forms, statements, or attachments, even after award of the tender.

14 **General Clauses:**

1. BMTC provides only the space on the back side of passenger tickets in a Single colour or multi colour. No financial liability whatsoever shall attach to BMTC during the contract period as per Annexure -2
2. No guarantee is given for continuous display of advertisements on any particular route or any particular space on the back side of passenger tickets.
3. No refund shall be allowed for any advertisement not displayed due to unavoidable or unforeseen circumstances, including but not limited to electricity breakdown, bundhs, agitations, court directives, strike, lockout, civil commotion, war, or any other emergency. However, if any such event continues for more than fifteen (15) days across the entire State, the contract period shall be proportionately extended.
4. BMTC shall not be liable for any loss or damage suffered by the

Licensee, its bankers, financial institutions, customers, or personnel on account of any advertisement being printed or not printed for any reason.

5. Advertisements will be printed on the back side of ETM rolls in any one (single) color by the ETM Rolls supplier as per the printing matter submitted by advertising agency.
6. The advertising agency shall pay the printing costs for advertisements on backside of these ETM Rolls at the rate as communicated by the COSP (Controller of Store and Purchase) BMTC, Central Office at the tendered rate. These printing charges shall be paid along with the supply of soft copy of Art work/design of advertisement material.
7. The advertising contracts are accepted subject to the rules, regulations, and policies of BMTC, as amended from time to time.
8. The Licensee shall be authorised to carry only such advertising as is permissible under applicable law.
9. The Licensee shall not display or exhibit pictures, posters, statues, or other material that is repugnant to public taste or is of an indecent or immoral character. BMTC's decision in this regard shall be conclusive and binding on the Licensee.
10. BMTC shall not be accountable for any loss or damage suffered by the Licensee on account of any advertisement being printed or not printed for any reason.
11. BMTC shall not be responsible for any technical problems encountered on the e-procurement portal resulting in delay, loss, or non-receipt of any submission.
12. The rolls should be printed with the text and logo given by the corporation.
13. The Rolls should have énd marks’. The énd paper mark’indicator should be vertical on one side of thermal paper roll and should be 0.5cms thick.
14. The end paper mark indicator must begin for the end of the paper roll and the same should continue for a distance of 50 cms from the end with plus or minus 10 cms deviation.
15. The end paper mark indicator colour should be either dark green /blue.
16. The advertising agency shall provide soft copy of each advertising design/art for minimum 1.00 lakh ETM thermal rolls for display of advertisement.
17. The Advertising agency shall supply the soft copy of Art work/design of advertisement material required display backside of passenger tickets ETM (Electronic Ticket Issue Machine) thermal roll to CTM(C), BMTC Central office Bengaluru for approval before 10 days.
18. The approved copy will be sent to COSP BMTC Central office Bengaluru for printing of Advertisement content on the backside of Passenger tickets Rolls.
19. While issuing tickets, the advertisement printed on the back may occasionally appear split into two parts, for which the Corporation shall not be held responsible.
20. The size of the ticket is about 15 meters length 2.25 inches and mm (57+or-1mm) size may vary, the selected bidder shall prepare

art/design of advertisement by himself as per the actual space availability.

21. The advertising agency shall supply the advertisement content for a period of one year from the date of commencement of the contract.
22. Corporation will arrange for printing of advertisements by the ETM Rolls supplier and circulation according to its scheduled program. The agency shall abide by such scheduled program. The approximate time required for printing advertisements is one to three months.
23. The Chief Traffic Manager shall have the right to reject either whole or part of the content of the Advertisement, or to ask for modification if the advertisement is objectionable and against the interests of the Corporation/Govt./general public or not worthy for display.
24. No advertisement shall be displayed without prior approval from the Chief Traffic Manager(C).
25. The agency has to inspect the advertisement spaces / sites mentioned in the Annexure and physically check the advertisement spaces of the BMTC for technical information and ascertain potential of advertisement. No complaints/ addition/ alteration in the advertisement space will be entertained.
26. The advertising agency will have to bear the cost of making soft copy of art/design proposed to display the advertisement on backside of passenger tickets ETM thermal rolls.
27. The BMTC shall have the rights to increase / reduce the number of passenger ticket thermal rolls and to change or modify the passenger ticket thermal rolls for displaying advertisements at its discretion.
28. The BMTC shall not be responsible for any loss, damage, wear and tear the advertisement /space on back side Passenger Tickets if any after or during the period of display / contract.
29. The Licensee shall also be responsible to pay the fees for permission to display advertisements on back side of Passenger Tickets in accordance with the provision of Motor Vehicle Act 1988, Karnataka Motor Vehicle Rules, 1989 and the Govt. Notifications issued there under.(if applicable)
30. The Licensee is also responsible for payment of any new taxes introduced by the Corporations/Councils / Government etc. herein after.
31. In the event of non-display of any advertisement on backside of passenger tickets of the Corporation on account of the suspension or cancellation of its transport services due to the existence of prevalence of a state of war directly or indirectly affecting the Union of India, or riot or civil commotion, or any other emergency in the State and / or strike or other concerned refusal to work on the part of the employees of the Corporation or in the event of a lock-out being declared by the Managing Director of the Corporation, the Licensee or the advertising party shall not be entitled to any abatement or refund of the rent. The Licensee shall not have any claim for non-display of advertisements due to the said causes against the Corporation. However, in case any of the events continues beyond a period of fifteen days over the entire state, the contract period would be proportionately extended.
32. No guarantee is given for continuous display of advertisements on

any particular routes nor is any guarantee given that the advertisements shall be displayed on any particular space on back side of Passenger Tickets No refund shall be allowed for any advertisement not being displayed due to any unavoidable or unforeseen circumstances. Further the Corporation reserves its rights to withdraw tickets according to the needs & requirements of the BMTC. No claims or legal proceedings for damages in such cases shall be maintainable or instituted.

33. Corporation reserves the right to print advertisements of its choice, on 10% of the total no. of ETM Rolls and the Advertising agency shall not have any objection nor shall claim any advertisement revenue thereof.
34. The Corporation is at liberty to display advertisements of its own or advertisements of Government Departments / Govt. sponsored advertisements / Private Advertisements etc.
35. Corporation reserves the right to appoint separate agency for display of advertisements on other types of tickets which are not included in this contract.
36. The Advertising Agency shall make good all losses if any and settle all disputes / complaints of the advertisers from whom he procured advertisements for printing.
37. The Advertising Agency shall have to obtain any certificate or permission or license as may be necessary or required from the concerned authorities of Central Government / State Government / Local body for display of advertisements.
38. The Advertising Agency shall comply with all the rules and procedures obtaining in the local / within the territorial limits, in which the business is carried on and shall pay all the Taxes, fees or other sums payable to the local or any authorities for the purpose of carrying out the business of display of advertisements and there shall be no dues payable to any authority.
39. The Advertising Agency shall not procure for display of any advertisements for printing which may offend decency, good morals or may promote ill will or hatred amongst any class or classes of the public. Corporation shall have the right to prohibit / reject such advertisements from printing and the advertising agent shall not have the right to claim for any loss or damages that he may suffer on account of such rejection or restriction. The agency shall ensure that all norms of decency and social ethics are practiced for displaying the Advertisement content.
40. The Advertising Agency shall not procure for display of advertisements concerning Tobacco, Liquor, Alcoholic products – Narcotics, Obscene material, Religious / Political and Election campaign slogans or any other product prohibited by the Corporation / Government from time to time which direct or indirectly promotes.
41. The Advertising Agency shall not procure any advertisements for printing beyond the date of expiry of the agreement.
42. The Licensee shall not display of any advertisement which is prohibited by any law.
43. The Licensee shall not display any advertisement which is against the interest of or in detriment to the interest of the BMTC.
44. No objectionable advertisement shall be displayed under this

	contract and decision of the Managing Director of the Corporation as to what is objectionable within the meaning of this clause shall be final and binding upon the Licensee. 45. The Corporation shall not be liable for any loss incurred by the advertising agency to its Bankers, Financial institutions, customers, personnel engaged by the advertising agency or any other person connected with the business of the advertising agency. 46. The Advertising Agency shall furnish information that may be required by the Corporation from time to time, connected with the procurement of advertisements. 47. The Corporation shall not be accountable for any loss or damage etc. that the advertising agency may suffer on account of any advertisements printed / not printed for any reason. 48. The Advertising Agency shall not appoint other firms / agencies / individuals as sub –agencies to carry out the business. 49. During evaluation of tenders, the Licensor may, at its discretion, seek bonafide clarifications from the tenderer relating to the Tenders submitted by them including the details of price. The request for clarification and the response shall be in writing. The Licensor shall not offer or permit any change in the price or substance of Tender.
15	**Earnest Money Deposit:** A) The EMD amount is Rs.3 Lakhs (Three lakh Rupees Only). The tenderers / bidders shall remit entire Tender processing fee and Earnest Money Deposit (EMD) through e-Procurement platform, Government of Karnataka. **BMTC shall practice the following steps after the opening of bids.** (i) Initiate necessary steps for transferring the EMD of the successful bidder into the account of BMTC and also initiate steps for refunding of EMD back into the account of un-successful bidders. (ii) The EMD of the successful licensee will be adjusted towards security deposit. The selected licensee shall remit balance security deposit & enter into agreement within 21 days (including holidays) from the date of issue of allotment letter, failing which, Earnest Money Deposit will be forfeited and allotment will be cancelled by duly black listing the licensee and the licensee will not be permitted to participate in any of the tenders of BMTC for a period of two (2) years from the date of such black listing. B) However, in addition to the clause A (ii), the EMD shall also be forfeited on the following occasions, in case, the bidder:- a) Withdraws the tender after the opening of tender during the period of tender validity i.e., from the date of notifying of the tender to the date of allotment. b) Makes false representations with regard to eligibility criteria. c) Fails to keep up to the commitments made in the bid. d) submits multiple proposals / bids or if, common interests are found in two or more bidders, the bidders are likely to be disqualified and liable

	to be black listed by the BMTC, unless additional proposals/bidders are withdrawn upon notice immediately. e) Fails to furnish the required security deposit within the specified time limit. f) Withdraws or amends its tender or derogates the tender in any aspect.
16	The EMD will not carry any interest. The EMD of the unsuccessful bidders will be refunded only after finalization of tenders. BMTC shall not be responsible for any delay in refund of EMD due to reasons beyond its control in finalizing the tenders viz., Court Directive etc.
17	**Security Deposit:** a) Security Deposit amount shall be 6 (Six) times of per month License Fee quoted by the Licensee. 50% of Security deposit to be paid in cash or online payment and remaining Security deposit to be submitted in the form of Bank Guarantee. b) The Licensee can deposit the Security Deposit amount through online payment methods like NEFT/ RTGS in favour of the Chief Accounts Officer, BMTC payable at Bengaluru. The licensee shall remit security deposit and enter into agreement within 21 days (including holidays) of his selection as the successful bidder on payment of requisite stamp duty at his own cost as per Karnataka stamp Act. c) Additional security deposit by way of DD will have to be remitted by the licensee for the annual escalation in the license fee. d) The security deposit would be refunded to the bidder after the successful completion of the contract after recovering all the charges/dues payable to the BMTC. e) In case of any shortfall legal proceedings will be initiated to recover such shortfall from the Licensee. f) No interest will be paid on EMD/Security Deposit or any other deposits.
18	**Mode of Payment of License Fee:** a) The Licensee shall pay monthly license fee within 5th of subsequent month with the applicable taxes and other applicable charges. The payment should be made only through RTGS/DD drawn in favour of **CAO/FA, BMTC, Bengaluru.** b) In case of delay in payment of any dues to BMTC, interest shall be charged at 24% per annum or part thereof for the delay accrued. If the payment is not made continuously for 3 months from due date, then BMTC shall have the right to terminate the contract by forfeiting Security Deposit
19	**Annual Escalation:** (If the contract period is extended) An annual escalation of 10% (Ten Percent) shall be applicable from the second year onward, only in the event of extension of the contract period. In the event the contract is extended for additional year(s), the escalation shall continue on a year-to-year basis for each such extended year.
20	**Termination / Cancellation / Forfeiture of EMD-Security Deposit** a) The BMTC shall have the right to rescind the contract/license at the cost and risk of the Licensee in the event of breach of any of the terms and conditions of the contract (Terms and conditions of the executed

	agreement) and in such case the Security Deposit will be forfeited. b) If the contract is terminated for the reasons of breach of terms and conditions such Licensee is not entitled to participate in any of the tenders of BMTC for the period of 02 years from the date of termination. c) If the Licensee terminates the agreement for whatsoever reasons before completion of one year of the agreement period, the entire security deposit will be forfeited. After completion of one year of license, the license can be terminated by the Licensee with prior notice of 3 months or by paying 3 months LF and SD will be refunded in this case. d) BMTC may, terminate the license by giving two months to prior notice or at any time in compliance with orders/directions of any competent authority to issue such direction to BMTC, in such cases, security deposit will be refunded after deducting dues, if any. e) If monthly payment is not made for consecutive 3 months from due date, BMTC may terminate the agreement forfeiting the security deposit remitted through DD and immediately remove/stop display of advertisements places on behalf of the licensee without any liability to any party.
21	**OBLIGATIONS OF THE LICENSEE** a) The Licensee shall obtain all necessary certificates, permissions, and licenses required from Central Government / State Government / local bodies for the display of advertisements, including any permissions required under the Motor Vehicles Act, 1988, the Karnataka Motor Vehicles Rules, 1989, and Government notifications issued thereunder. b) The Licensee shall comply with all applicable laws, rules, and regulations, and shall pay all taxes, fees, and other charges payable to any authority in connection with the advertising business. There shall be no dues outstanding to any authority. c) The Licensee shall be solely responsible for all consequences arising from any violation of applicable laws, rules, or regulations by the Licensee or its agents. d) The Licensee shall furnish all information required by BMTC from time to time in connection with the procurement and display of advertisements. e) The Licensee shall bear the cost of making soft copies of all art/design of advertisements proposed for display. f) The Licensee shall not appoint sub-agencies, sub-contractors, or any third-party firms/individuals to carry out the advertising business under this contract without the prior written consent of BMTC. g) The Licensee shall indemnify and hold harmless BMTC, its officers, employees, and agents against all claims, damages, losses, costs, and legal proceedings arising from: (a) any act, omission, or negligence of the Licensee or its representatives; (b) any injury, death, or property damage occurring in connection with the contract; (c) any claims by employees of the Licensee under any applicable statute. Any sum paid by BMTC by way of compensation, costs, charges, or expenses shall be deemed reasonable and shall be reimbursed immediately by the

	Licensee, or deducted from the Security Deposit. h) The Licensee shall pay the cost of any damage caused by the Licensee or its representatives. i) The Licensee shall be responsible for all consequences arising out of violation of laws, rules, or conditions of the contract by the Licensee or its agents. j) The Licensee shall be also responsible for the payment of any new taxes introduced by Corporations / Councils / Government during the tenure of the License.
22	**ADVERTISEMENT CONTENT STANDARDS & PROHIBITIONS** a) All advertisement content shall be submitted for prior approval of the Chief Traffic Manager (Commercial), BMTC. No advertisement shall be printed or displayed without such approval. b) The Licensee shall ensure that all content conforms to norms of decency, social ethics, and applicable law.
23	The advertising contracts are accepted subject to the rules and regulations of the Corporation.
24	The Licensee shall pay the cost for any kind of damage, if any caused by him or by his representative.
25	The Licensee has to pay all the taxes that are applicable as stipulated by Government of Karnataka/Government of India or any other local bodies and also as and when amended/enhanced during the tenure/license period.
26	The licensee should indemnify the Licensor against any loss or damage to the schedule property and or also against any claims under any act in force made by the employees of the licensee or employees of BMTC or any other third party for each death, disablement, injury to the person or loss or damage to the property etc., due to reasons whatsoever arising of or in any way connected with the installation of equipments, construction of structures, maintenance and dismantling of equipments. Any sum paid by the Licensor by the way of compensation costs, charges or expenses in this connection shall be considered reasonable and shall be reimbursed by the licensee to the Licensor immediately on demand or the same shall stand to be deducted from the security deposit vested with the corporation.
27	BMTC reserve the right reject any advertisement which is of obscene nature, indecent or prohibited by law, within the discretion of BMTC
28	Any individual or individuals signing the application forwarding the letter or other documents connected with this tender shall specifically mention that he is so signing in individual capacity as: a) A sole proprietor of the firm or his attorney. b) A registered active partner or its attorney. In the case of the firms registered under the Indian Partnership Act and Companies registered under the companies Act, the person signing the tender shall state the Authority under whom he is signing/acting on behalf of the Partnership Firm/Company and send the certified copy of the Partnership Deed and in case of the Memorandum of Association and Articles of Association

issued by the Authorities authorizing him to act in that capacity and failure to annex the above document will entitled to the rejection of such tender. Such tenders shall be treated as invalid

29 **PENALTY SCHEDULE**

The following penalties shall apply, in addition to any other remedies available to BMTC under the Agreement or applicable law:

Violation	**Penalty**	**Escalated Action**
Content Guideline Violation (1st instance)	Written Warning + immediate withdrawal of offending advertisement	Replacement of content at Licensee's cost within 48 hours
Content Guideline Violation (2nd instance)	Penalty equivalent to 1 month's License Fee	Show Cause Notice; risk of termination
Non-payment / Delayed Payment of License Fee	Interest at 24% per annum on overdue amount from due date	Termination if unpaid for 3 consecutive months; Security Deposit forfeiture
Display of Prohibited Advertisements (tobacco, liquor, obscene, political, etc.)	Immediate removal + penalty of 2× monthly License Fee	Termination + blacklisting for 2 years
Display without prior CTM(C) approval	Removal at Licensee's cost + written warning	Repeat offence: termination
Sub-contracting without BMTC approval	Termination of contract with immediate effect	Security Deposit forfeiture + blacklisting for 2 years

30 ***Dispute Resolution System:***

In case of any dispute or differences arises on the terms and conditions of the tender or contract as the case may be, the matter shall be referred to Managing Director, BMTC, whose decision shall be final and binding on both the parties.

31 **Jurisdiction:**

Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru City civil courts

Sd/-
Chief Traffic Manager
(Com)
(Tender Inviting Authority)

ANNEXURE-1: APPLICATION FORMAT

(To be submitted on the letterhead of the Bidder)

To
The Tender Inviting Authority
Chief Traffic Manager (Commercial), BMTC
2nd Floor, Central Office, Shanthinagar, Bengaluru – 560 027

Subject: Application for Pre-Qualification (Technical) Bid – ETM Ticket Roll Advertising Rights Tender No. _____ / 2026-27

I/We, the undersigned, hereby submit our application and declare that all information provided is true and correct:

Sl.	Field	Details
1	Name of Applicant / Firm / Company	
2	Type of Entity (Proprietorship / Partnership / LLP / Company / Consortium)	
3	Registered Office Address	
4	Contact Person Name & Designation	
5	Mobile Number	
6	Email Address	
7	GST Registration Number	
8	PAN Number	
9	Aadhaar Number of Authorised Signatory	
10	Years of Experience in Advertising	
11	Annual Turnover – FY 2023–24 (Rs.)	
12	Annual Turnover – FY 2024–25 (Rs.)	
13	Details of Two Prior Advertising Projects (attach separate sheet if required)	

I/We hereby declare that:

1. All information and documents furnished above are true, complete, and correct.
2. We have read, understood, and unconditionally accept all terms and conditions of the tender document.
3. We are not blacklisted by any Government, PSU, or Corporation in the last two years.
4. We understand that any misrepresentation shall result in disqualification and forfeiture of EMD.

Signature of Authorised Signatory: _____

Name: _____

Designation: _____

Company Seal: _____

Date: _____

Place: _____

ANNEXURE-2: TECHNICAL SPECIFICATIONS OF ETM THERMAL ROLLS

Sl.	Parameter	Specification
1	Type of Ticket	ETM (Electronic Ticket Issue Machine) Thermal Roll
2	Printing Side	Back side of passenger ticket
3	Ticket Size (Approximate)	length -15 meter Width - 2.25 inches and mm(57+or-1mm)
4	Substance (GSM)	54+-5 of the declared actual substance.
5	Print Colour	Single colour or multi colour (as permitted by ETM Roll supplier)
6	Minimum Batch Size for Artwork Submission	3,00,000 (Three Lakh) ETM thermal rolls per design
7	Advertisement Content Format	Soft copy of art/design in format prescribed by COSP, BMTC
8	Lead Time for Printing	Approximately 1 to 3 months from submission of approved artwork
9	Artwork Submission Deadline	Minimum 10 days before scheduled printing
10	Printing Cost	Borne by the Licensee, payable to BMTC at rates communicated by COSP, BMTC
11	Artwork Approval Authority	Chief Traffic Manager (Commercial), BMTC

NOTE: These specifications are indicative. The Licensee must physically inspect the ETM roll advertising space before submission of the bid. No claim or modification request shall be entertained after submission.

ANNEXURE-3: CERTIFICATE OF ANNUAL TURNOVER

(On Chartered Accountant's Letterhead)

I/We, [Name of CA Firm], Chartered Accountants, having Firm Registration Number _____ and practicing at [Address], hereby certify that the following are the details of annual turnover of M/s _____ [Name of Bidder]:

Financial Year	**Turnover (Rs.)**	**Source Document**
FY 2023–24	Rs. _____	Audited Balance Sheet
FY 2024–25	Rs. _____	Audited Balance Sheet

I/We certify that the above figures are extracted from the audited books of accounts of the firm/company and are true and correct to the best of my/our knowledge and belief. The firm/company has achieved an annual turnover of not less than Rs. 50.00 Lakhs in each of the above financial years.

Signature: _____

Name of Chartered Accountant: _____

Membership Number: _____

Firm Registration Number (FRN): _____

Seal: _____

Date: _____

Place: _____

ANNEXURE-4: UNDERTAKING FOR NON-BLACKLISTING AND TERMINATED

(On Rs. 100 Non-Judicial Stamp Paper / Notarised)

I/We, _____ [Name of Bidder/Authorised Signatory], on behalf of M/s _____ [Name of Firm/Company], registered at _____ [Address], do hereby solemnly affirm and declare as follows:

1. I/We have not been blacklisted and Terminated by any Central Government, State Government, Public Sector Undertaking, or Corporation / Local Body for any reason whatsoever during the last two (2) years preceding the date of this undertaking.
2. I/We have not had any License or Contract terminated due to default in payment or breach of contractual obligations with BMTC or any other Government / PSU / Corporation during the last two (2) years.
3. I/We are not presently disqualified from participating in tenders by any Court Order, Government Directive, or regulatory authority.
4. I/We understand that if this declaration is found to be false or incorrect, BMTC shall have the right to reject our bid, forfeit the EMD / Security Deposit, and blacklist us from participating in BMTC tenders for two (2) years.

This undertaking is made in good faith and is true, complete, and correct to the best of my/our knowledge and belief.

Signature of Authorised Signatory: _____

Name: _____

Designation: _____

Company Seal: _____

Date: _____

Place: _____

(Notary Seal & Signature)